THE HON'BLE SRI JUSTICE V.V.S.RAO

WRIT PETITION No.7749 of 2007

24.4.2007

Between:

Shaik Darga Maqbool, S/o.Darga Babu
And another

… Petitioner

AND

The Panchayat Secretary (Executive Officer),
Perecharla Village, Medikonduru Mandal
And another

… Respondents

THE HON'BLE SRI JUSTICE V.V.S.RAO

WRIT PETITION No.7749 of 2007

ORDER:

Two petitioners filed this writ petition seeking a writ of Mandamus directing the respondents to allot two shops to the petitioners in lieu of the property surrendered by them for construction of a shopping complex in Perecharla Gram Panchayat.

It is alleged that first petitioner is owner of land admeasuring 60 Sq.yards and second petitioner is owner of land admeasuring Acs.0.02 cents situated in Perecharla village. They allegedly gave the land to Gram Panchayat for construction of commercial complex and as per the agreement between the Gram Panchayat and petitioners, after construction of shopping complex, one shop each would be allotted to petitioners for carrying on their business. The shopping complex was completed in 2006. Petitioners requested for allotment of shops, in vain. In the meanwhile, on 26.1.2007 first respondent issued notice inviting public to participate in the auction to lease out the shops in the shopping complex. Aggrieved by the said notice, the present writ petition is filed.

Learned Counsel for petitioners submits that when there is an agreement between the Gram Panchayat and petitioners, it is the duty of the Gram Panchayat to allot one shop each to the petitioners without conducting public auction for those two shops. Learned Counsel however has not placed before this Court any agreement, which gives such right to the petitioners. Even assuming that such an agreement is there, law does not permit the Gram Panchayat to allot shops by private negotiations.

The Acquisition and Transfer of Property by Gram Panchayats, Mandal Parishads and Zilla Parishads Rules, 2001, govern acquisition and disposal of immovable property by Gram panchayat. A perusal of Rules 6 and 7 thereof would show that every transfer or lease shall be made by public auction. The petitioner, therefore, has no right to

compel the Gram Panchayat to allot two shops to them on preferential basis. If the petitioners have any oral agreement with the Gram Panchayat as alleged, the remedy lies elsewhere. The petitioners have not placed any material in support of their case nor shown an existing right that can be enforced in a writ petition.

The writ petition is misconceived and is accordingly dismissed. No costs.

April 24, 2007. (**V.V.S.RAO, J**)
YS